

**Exhibit P**

# **GMAC Mortgage**

3451 Hammond Ave  
P.O. Box 780  
Waterloo, IA 50704-0780

10/13/09

## **FORECLOSURE REPAYMENT AGREEMENT**

**BILLY R CARROLL**

2285 CEDAR POINT RD  
MOBILE AL 36605

RE: Account Number [REDACTED] 5736  
Property Address 2285 CEDAR POINT RD  
MOBILE AL 36605

BILLY R CARROLL ("Customer") and GMAC Mortgage, LLC ("Lender"), in consideration for the mutual covenants set forth in this Foreclosure Repayment Agreement (the "Agreement"), hereby agree as follows:

1. There is an outstanding debt to the Lender pursuant to a note and mortgage or deed of trust or equivalent security instrument (the "Mortgage") executed on 04/22/03, in the original principal amount of \$64800.00.
2. The account is presently in default for non-payment to Lender of the 07/01/09 installment and all subsequent monthly payments due on the Mortgage for principal, interest, escrows and charges.
3. The amount necessary to cure the default is \$4232.31 plus such additional amounts that are presently due under the terms of the loan documents as of 10/13/09, and will increase until the default in the account is brought current.
4. Lender has instituted foreclosure proceedings against the property securing the Mortgage indebtedness, which proceedings will continue until the default(s) described herein is/are brought current under the terms of the Mortgage, or otherwise cured as provided for in this Agreement.
5. Notwithstanding the foregoing, Lender agrees to suspend but not terminate foreclosure activity on the default account, provided we receive the executed Agreement and we receive the initial installment in the amount of \$721.20 no later than MONTHLY. This executed Agreement can be mailed or faxed to us at:

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GMAC Mortgage, LLC  
Attention: Default Payment Processor  
3451 Hammond Avenue  
Waterloo, IA 50702  
Fax: 866-340-5043

6. Pursuant to your request you agree to pay the remainder of the default, \$, as indicated in the Payment Schedule enclosed and made a part hereof by reference. Customer understands that payments due under the Payment Schedule may include amounts due for real estate taxes and insurance, and the Payment Schedule amounts may, in such event, have to be increased, at the sole option of the Lender, if the items for such escrow purposes should increase during the duration of the Agreement.
7. All payments under this Agreement, including the regular monthly payments, shall be made in certified funds or cashier's check, shall include the account number on the Customer's check or on a written attachment to the check, and shall be sent to the following address:

GMAC Mortgage, LLC  
Attention: Default Payment Processor  
3451 Hammond Avenue  
Waterloo, IA 50702

Additional methods of remitting payments under this agreement are:

- Money Gram using a Receive Code of 10/16/09
- Western Union using a Code City and State of

If payment is tendered in any other form, Lender may return the payment and invoke any remedies available under the loan documents and this Agreement.

8. In the event we do not receive timely payment called for under this Agreement, Lender may, without further notice to Customer, undertake or continue collection or foreclosure activities. In such event, any payments tendered under this Agreement shall be applied to the account in the manner specified in the Mortgage, and there will be no right to a refund of the tendered funds. In the event Lender chooses to accept any payment not in the full amount called for under this Agreement, such acceptance shall not be deemed a waiver of Lender's right to declare a default under this Agreement. Upon any default in meeting the terms of this Agreement, any such payments received under the terms of this Agreement shall be applied first against the default in the account, with the excess, if any, then applied according to the terms of the Mortgage. The parties expressly understand and agree time shall be of the essence as to the obligation under this Agreement.

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9. Customer understands and agrees that all other provisions, covenants and agreements set forth in the Mortgage shall remain in force and effect during the duration of this Agreement and thereafter, and this Agreement shall not constitute a modification or extension of the Mortgage.
10. If a notice of a new or subsequent bankruptcy is received during the duration of this Agreement, the Agreement will automatically be voided.
11. Acceptance of any payment hereunder shall not constitute a cure nor be deemed a waiver of the existing default, and in no manner shall such acceptance prejudice any rights of Lender to proceed with the Trustee Sale Action noticed in the Notice of Default, and shall not constitute a violation of California Code of Civil Procedure Section 726.580(a), 580(d) (the One Form of Action Rule), and shall not invalidate the Notice of Default. Customer expressly relinquishes and waives any rights, claims and defenses Customer may have under any of the Code of Civil Procedure Sections or under the Loan with regard to any whole or partial payments, whether current, past or future.
12. If any additional amounts are added to the loan to be collected that have not been addressed in this agreement, those amounts will need to be paid at the conclusion of this agreement.

**Notice: This is an attempt to collect a debt, and any information obtained will be used for that purpose. If your debt has been discharged in bankruptcy, our rights are being exercised against the collateral for the above-referenced account, not as a personal liability.**

If you have any additional questions, please contact us at 800-850-4622, extension .

Loss Mitigation Department  
Loan Servicing

Enclosure

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\*\*\*\*\***CERTIFIED FUNDS ONLY**\*\*\*\*\*

NOTE: There is no grace period during this Agreement. Pursuant to your request and in order to cure the default on this account, all payments must be received on or before the due date.

**RECEIVED AND AGREED:**

\_\_\_\_\_(Seal)

BILLY R CARROLL

Customer

\_\_\_\_\_  
Date

\_\_\_\_\_

Customer

\_\_\_\_\_  
Date

Upon receipt of the signed agreement, we as the Servicer will also execute to indicate our concurrence with this agreement.

\_\_\_\_\_  
Servicer

5:15

**SIGN AND RETURN THIS PAGE ONLY**

\*\*\*\*\***FAX TO 866-340-5043**\*\*\*\*\*